

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide landscaping services for the U.S. Embassy, Nairobi for both offices and selected residences, as per properties listed in Exhibit A.

B.2 TYPE OF CONTRACT

This is a fixed price contract for standard services. For temporary additional services, a time-and-materials contract will be used.

B.3 TYPES OF SERVICES

- (a) Standard Services. The Contractor shall provide standard landscaping services as specified in Section C for properties listed in Exhibit A.

Temporary Additional Services. The Contractor shall provide Temporary Additional Services when requested by the Contracting Officer's Representative (COR) through a written order, but not to exceed the ceiling price without the Contracting Officer's approval. Temporary Additional Services delivered shall be in addition to the Standard Services, and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

B.4 PRICING

- (a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Services ordered each month by the Government for satisfactorily completed work.
- (b) In addition to all direct (labor, equipment, materials) and indirect costs (overhead, general and administrative expenses), the Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Services.
- (c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Services.
- (d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

(e) The Government will make payment in local currency.

B.4.1 VALUE ADDED TAX.

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

B. 4. 2 CURRENCY

The prices are stated in _____ currency (offeror insert currency type.) Local offerors shall offer in local currency. Payment will be made in the stated currency.

B.4.3 Base year Prices

Fixed prices for Base year of the contract

SR.No	Property ID	Dimensions of area Square ft.	Price per Month	Price per year
1	R02002, Residence	20,3650		
2	R13013, Residence	133,346		
3	R600, Rosslyn Ridge (common areas)	484,375		
4	R5005, Rosslyn Ridge (common areas)	5,883		
5	FBO 478- FBO 497 Shanzu Gardens(common areas)	17,970		
6	R507 -514 (Rosslyn Villas (common areas)	40,800		
7	FBO557-560 Rockstone Villas (common areas)	19,200		
8	R516 (common areas)	57,860		
9	R546 (Vacant Lot)	30,000		
10	FBO 553(DAO head)	18,027		

11	R508 (FCS head)	11,947		
12	FBO 780-785 and FBO 797 – 800 (common areas)	10,990		
13	R16000 Chancery 16000	686,070		
14	FBO 477 Warehouse (common areas)	8,000		
15	R04004 Maintenance compound	10,256		
16	FBO 815 (NEC Overflow parking)	30,132		
17	FBO816/817 (Karura Avenue common Compound - swimming pool area)	1,000		
18	FBO836-845 (Hidden Creek common areas)	18,750		
19	FBO834-835 (Royal Palm common areas)	14,300		
20	FBO823-839 (Jaitan Villas common areas)	18,750		
21	LE 388	14,019		
22	R12012	35,560		
23	Temporary Additional Services. The hourly fixed rate for temporary additional services is:			
	Hourly Rate		Estimated number of hours per year	Ceiling Price per Year
			1500	
24	Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other			

	charge added.			
	Material/Equipment Not to Exceed per Year: US\$2500.00			
	Total Base year price			

B.4.4 First Option year Prices

Fixed prices for first option year of the contract

SR.No	Property ID	Dimensions of area Square ft.	Price per Month	Price per year
1	R02002, Residence	20,3650		
2	R13013, Residence	133,346		
3	R600, Rosslyn Ridge (common areas)	484,375		
4	R5005, Rosslyn Ridge (common areas)	5,883		
5	FBO 478- FBO 497 Shanzu Gardens(common areas)	17,970		
6	R507 -514 (Rosslyn Villas (common areas)	40,800		
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14	FBO 477 Warehouse (common areas)	8,000		
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16	FBO 815 (NEC Overflow parking)	30,132		
17	FBO816/817 (Karura Avenue common Compound - swimming pool area)	1,000		
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22	R12012	35,560		
23	Temporary Additional Services. The hourly fixed rate for temporary additional services is:			
	Hourly Rate		Estimated number of hours per year	Ceiling Price per Year
			1500	
24	Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.			
	Material/Equipment Not to Exceed per Year: US\$2500.00			
	Total first option year price			

B.4.5 Second Option year Prices

Fixed prices for Second option year of the contract

SR.No	Property ID	Dimensions of area Square ft.	Price per Month	Price per year
1	R02002, Residence	20,3650		
2	R13013, Residence	133,346		
3	R600, Rosslyn Ridge (common areas)	484,375		
4	R5005, Rosslyn Ridge (common areas)	5,883		
5	FBO 478- FBO 497 Shanzu Gardens(common areas)	17,970		
6	R507 -514 (Rosslyn Villas (common areas)	40,800		
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9	R546 (Vacant Lot)	30,000		
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17	FBO816/817 (Karura Avenue common Compound - swimming pool area)	1,000		
18	FBO836-845 (Hidden Creek	18,750		

	common areas)			
19	FBO834-835 (Royal Palm common areas)	14,300		
20	FBO823-839 (Jaitan Villas common areas)	18,750		
21	LE 388	14,019		
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	Hourly Rate		Estimated number of hours per year	Ceiling Price per Year
			1500	
24	Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.			
	Material/Equipment Not to Exceed per Year: US\$2500.00			
	Total second option year price			

B.4.6 Third Option year Prices

Fixed prices for Third option year of the contract

SR.No	Property ID	Dimensions of area Square ft.	Price per Month	Price per year
1	R02002, Residence	20,3650		
2	R13013, Residence	133,346		
3	R600, Rosslyn Ridge (common areas)	484,375		
4	R5005, Rosslyn Ridge (common areas)	5,883		
5	FBO 478- FBO 497 Shanzu Gardens(common areas)	17,970		
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	common areas)			
20	FBO823-839 (Jaitan Villas common areas)	18,750		
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23	Temporary Additional Services. The hourly fixed rate for temporary additional services is:			
	Hourly Rate		Estimated number of hours per year	Ceiling Price per Year
			1500	
24	Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.			
	Material/Equipment Not to Exceed per Year: US\$2500.00			
	Total Third Option year price			

B.4.7 Fourth Option year Prices

Fixed prices for fourth option year of the contract

SR.No	Property ID	Dimensions of area Square ft.	Price per Month	Price per year
1	R02002, Residence	20,3650		
2	R13013, Residence	133,346		

3	R600, Rosslyn Ridge (common areas)	484,375		
4	R5005, Rosslyn Ridge (common areas)	5,883		
5	FBO 478- FBO 497 Shanzu Gardens(common areas)	17,970		
6	R507 -514 (Rosslyn Villas (common areas)	40,800		
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20	FBO823-839 (Jaitan Villas common areas)	18,750		
21	LE 388	14,019		
22	R12012	35,560		
23	Temporary Additional Services. The hourly fixed rate for temporary additional services is:			

	Hourly Rate		Estimated number of hours per year	Ceiling Price per Year
			1500	
24	Materials or Equipment. The Government will reimburse the Contractor for any materials or equipment that the Government orders to be delivered in conjunction with any order for Temporary Additional Services. All reimbursements shall be at the Contractor's out of pocket cost, with no overhead, profit, or other charge added.			
	Material/Equipment Not to Exceed per Year: US\$2500.00			
	Total fourth Option year price			

B.10 Grand Total of Base plus All 4 Option Years	
Base Year Total (not to exceed)	
First Option Year Total (not to exceed)	
Second Option Year Total (not to exceed)	
Third Option Year Total (not to exceed)	
Fourth Option Year Total (not to exceed)	
Grand Total of Base plus All Option Years (not to exceed)	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT (PWS) - LANDSCAPING SERVICES

C.1 WORK REQUIREMENT

C.1.1 General. This is a fixed-price contract for landscaping services for the U.S. Embassy, Nairobi for both offices and selected residences, as per properties listed in Exhibit A. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for special events. The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required by this contract. Specific services are described in detail below.

C.1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services required by the contract.

C.2 DEFINITIONS

"Chancery" means the building of the Post used for official activities.

"CMR" means the official residence of the Chief of Mission

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on the behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"DCMR" means the official residence of the Deputy Chief of Mission

"General Instructions" mean those instructions, directives and guidelines that apply to all landscaping personnel.

"Government" means the Government of the United States of America.

"SOR" means Senior Officers' Residence, including the residences of the Chief of Mission, Deputy Chief of Mission.

"RR" Rosslyn Ridge compound.

C.3 GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Contractor's work shall be measured by the appearance of the landscape covered by this contract. The Contractor shall perform complete landscaping and landscape maintenance services as described in this contract for all Government properties listed in Section J, Exhibit A. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

C.4 MANAGEMENT AND SUPERVISION

- C.4.1. Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.
- C.4.2. The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 7.30 am to 3.30pm Monday through Friday and specific residences on Saturday 7.30am to 1.00pm. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- C.4.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- C.4.4. Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.
- C.4.5. Grounds Maintenance Plan. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements

of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

C.4.6 Monthly Grounds Maintenance Report. The contractor shall be responsible for submitting a monthly grounds maintenance report in English on the first week following the end of that reporting month. The report will contain and reflect the following:

- (a) The entire grounds maintenance and landscaping services performed for that previous month indicated as per locations in Exhibit A. This report will provide a detailed description of what was performed by each of the contractor's employees for that month, what tasks were completed and where.
- (b) The planned schedule for the upcoming month. The method, frequencies, dates of grass cutting, hedging, trimming, weeding, and turf repair for each property. Depending on the weather, the dates might be flexible.
- (c) Problems/damages found or anticipated of vegetation, ground soil, and manmade or nature-made installations, e.g. planters, ponds, stone lanterns, and corrective measures for those problems/damages, if any.
- (d) Suggestions for improving aesthetics and values of landscapes at the locations listed in the Exhibit A, if any.
- (e) Matters concerning grounds maintenance and landscaping services, if any.

C.5. LAWN CARE

C.5.1. Grass mowing. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task. While undertaking the mowing, there shall be no damage on items like irrigation sprinklers, stand pipes and other services installed within the premises under care.

- (a) Contractor shall mow area as required to maintain a dense green swath. Upon mowing, all green cuttings must be utilized as green mulch in the planting and the rest composted for re-use as compost. The pest management details must be considered.
- (b) In the course of mowing any area of lawn that is shaved or affects the ease and evenness of the cut must re-graded and compacted to correct the levels.

C.5.2. Trimming. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.

- (a) All areas where lawns are cut onto curbs and footpath will be trimmed to a line running down the back edge of the curb of the foot path. No encroachment will be allowed. Edging must be done using appropriate tools (Edge trimmers, no machete). These will apply to all lawns, sidewalks, drive ways and curbs.

C.5.3. Weeding. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval from the safety officer (POSHO) Post Occupational Safety Health Officer) for all applications of weed killers.

- (a) Herbicides to be used in the accomplishment of work shall be clearly specified and submitted in writing to the COR for approval prior to commencement of work. The submittal shall include the following information as a minimum:
 - 1) Target weeds treated for;
 - 2) Common name and the registration number by the U.S. Environmental Protection Agency (EPA), for each herbicide product;
 - 3) Rate and method of application and formulation for each job (e.g., water soluble spray, gram/square meter); and,
 - 4) Any special precautions not on label that will be taken to prevent environmental damage or herbicide injury.
- (b) Remove and dispose of all excess herbicide and empty containers at approved facilities for such disposal off the U.S. Government controlled premises in accordance with Kenyan laws and regulation.
- (c) All rinse water developed in a spray operation shall be used on site. The Contractor shall either empty the tanks by spraying on the treatment site or save for disposal in accordance with Kenyan laws and regulations.
- (d) Records and Reports. The Contractor shall prepare, maintain, and submit daily records of all weed control operations for safety and effect. The Contractor shall furnish the reports to the COR with other monthly reports, showing the results of herbicide application plan.

- (e) C.5.4. Turf Repair and Re-Establishment. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded, and maintained to conform to adjacent areas. The Contractor shall also replace previously existing grass that has died due to inadequate water, excessive foot traffic, sun, or flooding. The Contractor shall ensure that all identified grass areas be repaired. The Contractor shall take any precautions necessary to protect newly sodded areas such as providing and erecting temporary fences and posting signs. All materials for such precautions shall be provided by the contractor.

C.5.5. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

C.6. PRUNING

C.6.1. The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers. General pruning shall include pruning of dead limbs, overgrown branches, irregular growths and branches that are of risk of falling. This shall include: dead or excessive materials like dead flowers, leaves, branches. Maintain vegetation (hedges, Shrubs) 2 feet below the Razor wire (or E-fence) on the perimeter wall where applicable. The large trees in the unimproved and improved areas must be pruned to remove dead or dangerous branches, and maintained to promote healthy growth regardless of the height of the tree.

C.6.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning. The schedule shall be submitted 30 days after date of contract award and monthly during the period of performance of the contract to the COR.

C.6.3. The Contractor shall prune shrubs, vines, bushes, ground cover, and trees to:

- Direct and encourage plant growth in directions desired,
- To remove dead and unsightly growth, and
- Maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times. When the contractor is pruning, any cuts greater than 25 millimeters in diameter, they shall be covered with a commercial tree wound dressing compound to protect against rotting, insect entry, or disease.

C.6.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor.

Negligence will include the omission of the contractor not maintaining sufficient moisture for the healthy growth of the flowers, shrubs, trees, and lawn. The contractor shall be responsible of replacing plants and bushes that are sensitive and do perish due to lack of water, with equivalent product.

C.7. LEAF REMOVAL. The Contractor shall, on a weekly basis, remove leaves and pine needles from the properties listed in Exhibit A.

C.8. RECYCLED MATERIALS. The Contractor shall promote recycled uses for lawn and tree debris in meeting other landscaping needs, such as mulch and compost.

C.9. REMOVAL OF DEBRIS. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each work day. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to an authorized disposal site. The Contractor is responsible for all expenses incurred in the collection and disposal of debris.

C.10. WATERING

C.10.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor shall request the COR's permission to suspend watering to avoid too much water in the soil. Measurements and recording of soil moisture level must be done to avoid excessive watering as a pest management consideration.

C.10.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.

C.10.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment. These must be maintained in good order to avoid water wastage arising from leaks. The water devices like sprinklers must not be left unattended to avoid uncontrolled watering.

C.10.4. The Government shall furnish the supply of water.

C.11. FERTILIZER

C.11.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year. For artificial fertilizers, MSDS must be submitted to the safety officer (POSHO) Post Occupational Safety Health Officer) for approval before they are used.

C.11.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.

C.11.3 The Contractor shall fertilize the lawn trees, shrubs, bushes, hedges and plants based on the condition of the soil and at a minimum frequency of two times per year. Organic fertilizer is preferred.

C.11.4. The Contractor shall apply weed killer if necessary but alternative weed removal techniques like consistent manual removal is recommended. If weed killer is required, the Contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the safety officer (POSHO) Post Occupational Safety Health Officer).

C.12. PEST AND DISEASE CONTROL. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR and from the safety officer (POSHO) Post Occupational Safety Health Officer) for all pesticides.

C.12.1. The Contractor shall prepare, submit and maintain schedule for pest and disease control as a part of its Grounds Maintenance Plan.

a. The plan submittal shall include the following points as a minimum:

- i. Target pests treated for;
- ii. F.3Common name and the registration number by the Ministry of Agriculture, Kenya or U.S. Environmental Protection Agency (EPA), for each pesticide product;
- iii. Rate of application and formulation for each job (e.g., gram/square meter);
- iv. Schedule of application; and,

- v. Any special precautions not on label that will be taken to prevent environmental damage or pesticide injury.
 - b. Target pest and plant diseases to be controlled are as follows:
 - i. Pest: Tent caterpillars, pine caterpillars, scale insects, fall webworms, aphids, gypsy moths, spider mites, and other common pests.
 - ii. Plant Disease: Scab, rots, mildew, etc.
 - c. Pesticide Application. During preparation and application, the Contractor shall:
 - i. Keep safety equipment and spill kit available;
 - ii. Never leave equipment unattended while filling to prevent overflow;
 - iii. Use back flow preventers on hoses when connected to water outlets when filling spray tank; and,
 - iv. Inspect equipment and the area during application to insure proper and safe treatment.
 - d. Pesticide spills and decontamination. The Contractor shall be responsible for properly cleaning, decontaminating, and reporting pesticide spills.
 - e. Remove and dispose of all excess pesticides, debris and empty containers off the U.S. Government controlled premises at approved facilities for such disposal in accordance with Kenyan laws and regulation.
 - f. Rinse water may be developed in a spray operation. The Contractor shall either empty the tanks by spraying on the treatment site, collect the rinsing for future use, or save for disposal in accordance with Kenyan laws and regulation.
 - g. Records and Reports: The Contractor shall prepare, maintain, and submit daily records of all pest control operations for safety and effect. The Contractor shall furnish the reports to the COR within five working days of pesticide application, showing the results of pesticide application plan.
- C.13. HAZARDOUS AND TOXIC SUBSTANCES: It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement. The Contractor shall report all incidences of chemical safety mishap to the COR and the safety officer (POSHO) Post Occupational Safety Health Officer).

- C.14. TEMPORARY ADDITIONAL SERVICES: Are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post i.e. July 4th reception. The Contractor shall provide these services in addition to the scheduled services required by paragraph C.3 of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.
- C.14.1 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.
- C.15. GENERAL CLEANING: The Contractor shall clean and put in order all premises, including lawn areas, shrubbery, roads, walkways, stairs and parking lots regardless of improved or unimproved area by removal of debris such as paper, tree limbs, and branches, cans, bottles, animal droppings and other trash on a daily basis. Debris trapped and weeds sprung from joints, ditches, cracks, gutter, wall stones, manholes, drainage and pavement shall be removed.
- C.16. TENNIS COURT CLEANING: The Contractor shall keep the tennis courts at Rosslyn Ridge and CMR compounds, free of leaves and debris. The Contractor shall clean the tennis courts by sweeping two times per week. The Contractor shall wash the tennis courts surfaces, quarterly with high-pressure watering pipes. The tennis court-cleaning/sweeping schedule will be part of the monthly grounds maintenance report
- C.17. CHILDREN'S PLAY AREA: The Contractor shall keep the children's play area at Rosslyn Ridge and Shanzu Compound free of leaves and debris. The Contractor shall sweep the area two times per week and wash the soft play surface and the playground equipment quarterly, with high-pressure watering pipes. The children's play area cleaning/sweeping will be part of the monthly grounds maintenance report.
- C.18. INDOOR POTTED / MOVABLE PLANTS:
- (a) The contractor shall provide regular maintenance to all movable plants in all office buildings, club houses (in Shanzu and Rosslyn Ridge compounds), commissaries (Chancery and Rosslyn Ridge compounds), CMR and DCMR. This includes replacement of un-healthy flowers, pest control and watering.
- (b) The contractor shall provide potted poinsettias plants by the first official working day of December for Christmas décor at the following areas:
- 25 Chancery building
 - 30 CMR

- 15 DCR
- 15 SOMALI CMR
- 15 SOMALI DCR

And pick them up by the first week of the following month of January.

C.19 UNIMPROVED AREAS

C.19.1 The attached site plans (see Exhibit C – unimproved Areas of List of Exhibits) indicate areas of the Chancery compound & retention pond, CMR, DCR, Rosslyn Ridge, Rosslyn Lone Tree, Locab, and satellite parking areas that are not lawn or garden areas. In general these are steeply sloping areas where lawn has not been introduced or cultivated. These are referred to as unimproved areas. The specifications of this contract apply to the unimproved areas, with the exception of the lawn care, trimming, edging, and watering. Debris removal, weed and pest control, and tree and shrub trimming and pruning specifications all apply. Grass shall be maintained in these areas so that it does not exceed seven (7) inches in height.

C.20 FLOWERBED AND PLANTER MAINTENANCE

- (a) The Contractor shall maintain the established flowerbeds and planters at the NEC, CMR, and DCMR. The flowering annual plants, except flowering perennial plants, shall be replaced three (3) times per year with those of seasons. The flowering perennial plants shall be replaced at times as required to maintain the flowerbeds for good appearance.

SECTION D - PACKAGING AND MARKING

- RESERVED -

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.2 APPLICABILITY OF INSPECTION CLAUSES

FAR clause 52.246-4, Inspection of Services - Fixed-Price, applies to services provided under Standard Services. FAR clause 52.246-6, Inspection-Time-and- Materials and Labor-Hour, applies to services provided under Temporary Additional Services.

E.3 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all landscaping services set forth in the Performance Work Statement (PWS)	C.1 thru C.21	All required services are performed and no more than one (1) customer complaint is received per month

- E.3.1 **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- E.3.2 **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996), if any of the services exceed the standard.
- E.3.3 **PROCEDURES**
- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
 - (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
 - (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor shall notify the COR. The COR will review the matter to determine the validity of the complaint.
 - (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
 - (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

E. 3.4 GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Mission and properties are an important part of the representational responsibilities of the Mission. The contractor's work shall be measured by the appearance of the landscape covered by this contract. The contractor shall perform complete landscaping and landscape maintenance services as described in this contract for all Mission properties. The contractor shall include planning, administration, and management necessary to assure that services comply with the contract; the Contracting Officer's Representative (COR's) schedules and instructions; and all applicable laws and regulations. The contractor shall meet all of the standards of performance identified in the contract. The contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

E.3. 5 GENERAL SAFETY RESPONSIBILITIES

- (a) Contractor shall demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings. Prior to starting a new assignment, the contractor shall be required to review the work site and identify hazards that may occur while performing the job.
- (b) Per 15 FAM 935, the contractor shall provide their employees with a safe and healthful condition of employment. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
- (c) The contractor shall provide a "competent person" to implement site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
- (d) The contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.
- (e) The contractor shall ensure proper Safety, Health and Environmental requirements applicable to the project are followed. Prior to any herbicide/pesticide application the contractor shall submit to the POSHO the MSDS (Material Safety Data Sheets) and a completed Pesticide Application Plan Form for approval.

- (f) The contractor shall report all accidents to POSHO for documentation so that corrective actions can be implemented.

E.3.6 MANAGEMENT AND SUPERVISION

- (a) **Supervision:** The contractor shall designate a representative who shall be responsible for on-site supervision of the contractor's workforce at all times while performing landscaping services. This supervisor shall be the focal point for the contractor with U.S. Mission personnel. The supervisor shall have sufficient English language skills to communicate with U.S. Mission staff. The supervisor shall have supervision as the only sole function.
- (b) **Schedules:** The contractor shall maintain work schedules which should take into consideration the hours that staff can effectively perform services without a burden on security personnel of the Mission. The contractor shall deliver standard landscaping services between the hours of 7:30 a.m. and 3:00 p.m. week days (Mondays to Fridays, excluding holidays) and Saturday between 07:30 a.m. to 1:30 p.m. unless otherwise advised by the COR. For items other than those specified services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and time frame to perform services.
- (c) **Quality Control:** The contractor shall be responsible for quality control. The contractor shall perform inspection visits to the work site on a regular basis within the specified period. The contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- (d) **Technical Guidance:** The contractor shall have the services of a trained horticulturist with experience in the local climate and soil conditions to give technical guidance to the contractor's work force and to develop and guide the contractor's programs for lawn, tree care and landscaping services.
- (e) **Grounds Maintenance Plan:** The grounds maintenance plan will be developed on the first day the property is assigned and the exact scope of work agreed with the COR to fit the requirements of the site conditions. The contractor shall submit the grounds maintenance plan to the COR for approval within 1 day after contract award.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following FAR clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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52.242-15	STOP-WORK ORDER (AUG 1989)*
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**52.242-15 applies to Standard Services in Section B*

52.242-15	STOP-WORK ORDER (Alternate I, APR 1984*)
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**52.242-15, Alternate I (APR 1984), applies to Temporary Additional Services*

52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
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F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERY SCHEDULE

The following items shall be delivered under this contract to the COR.

DELIVERABLE	DUE DATE
Ground Maintenance Plan (C.4.5 & C.6.2, C.10.2, C.11.2, C.16, and C.17)	30 days after date of contract award and monthly during the period of performance of the contract.
Pruning Schedule (C.6.2 and C.6.3)	30 days after date of contract award and monthly during the period of performance of the contract.
Weeding Records and Reports (C.5.3 (d))	Daily records and Monthly reports
Pest Control Records and Reports (C.12.1, C.12.1(g))	Monthly report and daily records and Submitted to COR within 5 working days.
Names, biographic data, police clearance of contractor personnel (H.1.1)	5 days after date of contract award
Certificate of Insurance (H.5)	7 days after date of contract award

F.4. NOTICE TO PROCEED (NTP)

After contract award and submission of acceptable insurance certificates, the Government will send the Contractor a Notice to Proceed. That Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the Facilities Maintenance Manager.

G.1.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

The Contractor shall submit invoices in an original and three (3) copies to the Contracting Officer's Representative (COR) through the Financial Management Office (FMO) at the following address: **America Embassy Nairobi, P. O. Box 606, Village Market 00621 Nairobi, Kenya.**

G.2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is Not applicable to this contract and shall Not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall work on this contract, 5 days after date of contract award.

H.1.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the Government. The Contractor shall be responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (d) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (e) Criminal Actions. Contractor employees shall be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
 - Unauthorized use of Government property, theft, vandalism, or immoral conduct;
 - Unethical or improper use of official authority or credentials;
 - Security violations; or,
 - Organizing or participating in gambling in any form.
- (f) Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.

H.4 LAWFUL OPERATION, PERMITS, AND INDEMNIFICATION

- (a) Bonds. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor shall be responsible for payments of these costs and must include them in the fixed prices in this contract.
- (c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of

this contract. The Contractor's assumption of absolute liability is independent of any insurance policies.

- (d) Amount of Insurance. The Contractor shall be required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability

General Liability	
(1) Bodily injury on or off the site in U.S. dollars:	
Per Occurrence	\$100,000.00
Cumulative	\$200,000.00
(2) Property damage on or off the site in U.S. dollars:	
Per Occurrence	\$20,000.00
Cumulative	\$50,000.00

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or hired in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) Any property of the Contractor,
 - (b) Its officers,
 - (c) Agents,
 - (d) Servants,
 - (e) Employees, or
 - (f) Any other person,
- arising from, and incidental to, the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance required, 7 days after date of contract award. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.6 TRANSITION PLAN

Within 30 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for services defined in Section C and the Exhibits in Section J of this contract. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following FAR clauses are incorporated by reference:

<u>CLAUSES</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- *Clause, below, is for temporary additional services only.
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)*
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-22 LIMITATIONS OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) – Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate I & II (APR 1984)
- *Clause below is for temporary additional services only
- 52.243-3 CHANGES—TIME AND MATERIALS OR LABOR HOURS (SEP 2000) *
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (FEB 2016)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.248-1 VALUE ENGINEERING (OCT 2010)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clauses are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this

clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

(a) The Department of State observes the following days* as holidays:

Following are the American and Kenyan Holidays to be observed by the U.S. Mission in Kenya during calendar year 2016:

Day/Date	Holiday	Remark
Friday, January 1		
New Year's Day	American/Kenyan	
Monday, January 18	Birthday of Martin Luther King, Jr.	American
Monday, February 15	Washington's Birthday	American
Friday, March 25	Good Friday	Kenyan
Monday, March 28	Easter Monday	Kenyan
Sunday, May 1	Labour Day	Kenyan
Monday, May 30	Memorial Day	American
Wednesday, June 1	Madaraka Day	Kenyan
Monday, July 4	Independence Day	American
Thursday, July 7*	Idd ul Fitr *	Kenyan
Monday, September 5	Labor Day	American
Monday, October 10	Columbus Day	American
Thursday, October 20	Mashujaa Day	Kenyan
Friday, November 11	Veterans Day	American
Thursday, November 24	Thanksgiving Day	American
Monday, December 12	Jamhuri Day	Kenyan
Sunday, December 25**	Christmas Day**	American/Kenyan
Monday, December 26	Boxing Day	Kenyan

*Yet to be confirmed, Idd ul Fitr will be observed as a public holiday subject to the sighting of the moon and as announced by the Chief Kadhi.

** December 25, 2016, falls on a Sunday. For most Federal employees, Monday December 26, will be treated as a holiday for pay and leave purposes.

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

- (e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further,

or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott”, and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1) through (6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule. The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

2. Recruitment Plan

- a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.
- b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.
- c. Provide sample recruitment agreement in English.
- d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.
- e. State in the offer that the Contractor's recruitment practices comply with recruiting nation and host country labor laws.
- f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
- g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
- h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the Contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

- b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.
- c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/j/tip/> or from the Contracting Officer.
- d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHotline@state.gov
- f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.
- g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.
- h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A - LOCATIONS FOR LANDSCAPING SERVICES

EXHIBIT B - CONTRACTOR FURNISHED MATERIALS

EXHIBIT C - UNIMPROVED AREAS

J.2 EXHIBIT A

LOCATIONS FOR LANDSCAPING SERVICES

All standard services are to be delivered on regular Post working days.

#	Property ID	Location Name	Physical Address
1	R02002	Residence	Muthaiga Rd
2	R13013	Residence	Kyuna Rd
3	R600	Rosslyn Ridge (Common areas)	Limuru Rd
4	R5005	Makueni compound (common areas)	Makueni Rd
5	FBO 478- FBO 497	Shanzu Gardens(common areas)	Shanzu Rd. Hill
6	R507 -514	Rosslyn Villas (Common areas)	Rosslyn Lone tree
7	FBO557-560	Rockstone Villas (common areas)	Runda Estate
8	R516	GOP-R516(common areas)	Runda Estate
9	R546	GOP R546	Runda Drive
10	FBO 553	FBO 553(DAO head)	Runda Estate
11	R508	GOP R508(FCS head)	Limuru Road
12	FBO 780-785 and FBO 797 - 800	FBO780-785 and 797 - 800 (Common areas)	Kiambu Road
13	R16000	Chancery 16000	UN Avenue
14	FBO 477	Warehouse common areas FBO 477	Embakasi
15	R04004	Maintenance Compound R04	Peponi Rd
16	FBO 815	NEC Overflow parking 815	UN Avenue
17	FBO816/817	Common Compound :816/817(swimming pool area)	Karura
18	FBO836-845	Hidden Creek: 836-845(Common areas)	Kiambu Road
19	FBO834-835	Royal Palm :834-835(Common areas)	Hill View Rise
20	FBO823-839	Jaitan Villas: 823-839 (Common areas)	Brookside
21	LE 388	LE 388(SOM)	Red Hill Nyali
22	R12012	R12 (SOM) -	Thigiri

Note: Common areas work instructions: All common areas only require limited ground maintenance which includes items: C.5, C.6, C.8, C.9 and C.15.

J.3 EXHIBIT B

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the standard and temporary additional services as specified in this contract. Such items include, but are not limited to uniforms, personnel equipment, tools, cleaning supplies, equipment and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service.

List of landscaping tools/Equipment

Lawnmower
Ladders, tag lines
Leaf rake
Slashing tools
Digging Fork
Machete
Shears
Secateurs
Brooms
Water-hose and sprinklers
Safety Gear: Goggles, Safety Boots, Safety Boots, Gloves, work gear
Pruning saw, Power saws

J.4 EXHIBIT C

UNIMPROVED AREAS

These are referred to as unimproved areas. The specifications of this contract apply to the unimproved areas, with the exception of the lawn care, trimming, edging, and watering. Debris removal, weed and pest control, and tree and shrub trimming and pruning specifications all apply. Grass shall be maintained in these areas so that it does not exceed seven (7) inches in height.

1. NEC
 - a. Retention Pond
 - b. Area behind the Marine House, GSO Motor Building and the container farm.
2. Satellite Parking lot near NEC
3. CMR – Area below the rear parking lot, and tennis courts;
4. DMR – Area from the Servant quarter to the fence by Lower Kabete.
5. Rosslyn Ridge – Lowest area facing Limuru Road.
6. Rosslyn Lone Tree – lowest area from the last two houses to Limuru Road
7. Locab compound vacant lot

SECTION K - REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*** and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

- (a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference
- (c) in this provision.
- (d) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (e) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;

- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.
- (f) Common Parent.
 - ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
 - ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(a) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.5. 52.204-8 -- Annual Representations and Certifications. (Apr 2016)

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 561730.

(2) The small business size standard is \$7.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or
- (2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Kenya.

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.10 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation.* By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.11 652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial

and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 Summary of Instructions. Each offer must consist of the following:

L.1.1.1. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.1.2. Information demonstrating the offeror's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Kenya then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (6) (6) The offeror's strategic plan for landscaping services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement (PWS).
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The complete offer shall be submitted at the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

The Offeror shall explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

L.1.2. Proprietary Data.

Offeror shall specifically identify by page(s), paragraph(s), and sentence(s), and shall not generalize any information considered to be proprietary data.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference:

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2015)
- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS* (JAN 2004)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

- 52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITIONS WITH ADEQUATE PRICE COMPETITION (FEB 2007)
- 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
- 52.237-1 SITE VISIT (APR 1984)

L.3 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

- 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract resulting from this solicitation.

- 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

America Embassy Nairobi,
Attn: Contracting Officer
P. O. Box 606,
Village Market 00621
Nairobi, Kenya

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past 3 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

L.5 SITE VISIT

Under FAR provision 52.237-1, Site Visit. Post will arrange for site visit on **October 6th, 2016 at 11.00am**, Offerors should contact the Procurement Contract Specialist by email on NairobiGSO-Contracts@state.gov to make appropriate arrangements. Please submit your name and ID number by **October 3rd, 2016, 4.00pm**

L.6 PREPROPOSAL CONFERENCE

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation, on **October 6th, 2016 at 10.00am** at US Embassy Nairobi. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Please submit your name and ID number by **October 3rd, 2016, 4.00pm** to NairobiGSO-Contracts@state.gov.

NOTE TO INTERESTED VENDORS* –

1. Due to security concerns, all offerors must contact the above U.S. Government representative and fax the names and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal conference, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry.
2. Offerors should submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided on Standard Form 33 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.
3. Attendees may also bring written questions to the proposal conference. If the answer requires research, there is no guarantee that the question will be answered at that conference.
4. No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

L.7 TRANSITION PERIOD

The contract authorizes a period for the Contractor to phase in its performance (See Section H, "Transition Plan").

L.8 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor, by phone at +2543636000 or fax + 2543636157. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510
(End of Clause)

L.8 652.214-71 AUTHORIZATION TO PERFORM (DEC 1994)

The Contractor warrants that:

- (a) it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (b) it has obtained all necessary licenses and permits required to perform this contract; and
- (c) it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals following Section L. Proposals shall meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

M.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2(3) to verify quality of past performance.

c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;

- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The Government will notify unsuccessful offerors as required by FAR 15.503.

M.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation. The Government will add the prices for standard services, temporary additional services, and materials/equipment to obtain a total price evaluation

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.